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November 14, 2005

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 Twelfth Street, S.W.  
Washington, D.C. 20554

Re: Petition of Verizon Wireless for Designation as a Temporary  
Temporary Eligible Telecommunications Carrier to Provide  
Katrina Lifeline Assistance, CC Docket No. 03-109

Dear Ms. Dortch:

Verizon Wireless submits this clarification and addendum to its November 3, 2005, Petition for Designation as a Temporary Eligible Telecommunications Carrier to Provide Katrina Lifeline Assistance.

If approved to offer Katrina Lifeline service to eligible customers, Verizon Wireless will provide the attached document, "Your Verizon Wireless Lifeline Program," to customers with the Katrina Lifeline application. This document contains some of the conditions of service typically included in the company's customer service agreements on such matters as how wireless service works, customer privacy, and limitations of liability. In accordance with paragraph 12 of the Commission's Order released October 14, 2005 (FCC 05-178), which created the Katrina Lifeline program for wireless customers, the document does not include any obligation on customers relating to the length or term of service, and does not contain any cancellation fees or penalties. Please consider the document as an addendum to Verizon Wireless' Petition.

Please let me know if you need additional information in order to act on Verizon Wireless' petition. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink that reads "John T. Scott, III".

John T. Scott, III

Attachment

## YOUR VERIZON WIRELESS LIFELINE PROGRAM

**Your Rights To Change Or End Your Service; Phone Number Portability.** You're not agreeing to maintain service with us for any minimum term. Instead, you can cancel service at any time. You may be able to take, or "port," your current wireless phone number to another service provider. If you request your new service provider to port a number from us, and we receive your request from that new service provider, we'll treat it as notice from you to terminate our service for that number upon successful completion of porting.

**Your Wireless Phone Number And Caller ID.** You don't have any rights in any personal identification number, email address, or identifier we assign you. (We'll tell you if we decide to change or reassign them.) The same is true of your wireless phone number, except for any right you may have to port it. Your wireless phone number and name may show up when you call someone. You can block this "Caller ID" for most calls by dialing \*67 before each call, or by ordering per-line call blocking (dialing \*82 to unblock) where it's available. You can't block Caller ID to some numbers, such as toll-free numbers.

**How Service Works.** Wireless phones use radio transmissions, so we can't provide service when your wireless phone isn't in range of one of our transmission sites, or a transmission site of another company that's agreed to carry our customers' calls, or if there isn't sufficient network capacity available at that moment. There are places, particularly in remote areas, with no service at all. Weather, topography, buildings, your wireless phone, and other conditions we don't control may also cause dropped calls or other problems.

**Your Rights For Dropped Calls Or Interrupted Service.** If you get disconnected by our network from a call in your home rate area, redial. If the same number answers within 5 minutes, call us within 7 days and we'll give you a 1-minute airtime credit.

**If Someone Steals Your Wireless Phone.** If someone steals your wireless phone, notify us. If we haven't given you a courtesy suspension of service within the prior year, we'll give you one for 30 days, or until you replace or recover your wireless phone, whichever comes first. Until we grant any suspension, you're still responsible for all fees and charges. You'll need to provide us a sworn statement about the theft if we ask for one. We will not replace lost or stolen cards or PINs.

**Our Rights to Limit or End Service Or This Agreement.** You agree not to resell our service to someone else without our prior written permission. You also agree your wireless phone won't be used for any other purpose that isn't allowed by this agreement or that's illegal. **WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR THIS OR ANY OTHER GOOD CAUSE,** including, but not limited to: (a) harassing our employees or agents; (b) lying to us; (c) interfering with our operations; (d) breaching this agreement; (e) "spamming," or other abusive messaging or calling; (f) modifying your wireless phone from its manufacturer's specifications; (g) using your service in a way that adversely affects our network or other customers; or (h) allowing anyone to tamper with your wireless phone number. We can also temporarily limit your service for any operational or governmental reason.

**Directory Information.** We don't publish directories of our customers' phone numbers. We don't provide them to third parties for listing in directories, either.

**Your Privacy.** We have a duty under federal law to protect the confidentiality of information about the quantity, technical configuration, type, destination, and amount of your use of our service. (This doesn't include your name, address, and wireless phone number.) Except as provided in this agreement, we won't intentionally share personal information about you without your permission. We may use and share information about you: (a) so we can provide our goods or services; (b) so others can provide goods or services to us, or to you on our behalf; (c) so we or our affiliates can communicate with you about goods or services related to the ones you already receive (although you can call us any time if you don't want to do this); (d) to protect ourselves; or (e) as required by law, legal process, or exigent circumstances. It's illegal for unauthorized people to intercept your calls, but such interceptions can occur. For training or quality assurance, we may also monitor or record our calls with you.

**Waivers And Limitations Of Liability.** **UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF**

LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY, THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. You agree we aren't liable for problems caused by you or a third party; by buildings, hills, network congestion, tunnels, weather, or other things we don't control; or by any act of God. You also agree we aren't liable for missed voice mails, or deletions of voice mails from your voice mailbox (if you have one), even if you've saved them. If another wireless carrier is involved in any problem (for example, while you roam), you also agree to any limitations of liability in its favor that it imposes.

**Continuation of Service.** Should you decide to obtain service from Verizon Wireless after the conclusion of the Lifeline program, that service will be subject to Verizon Wireless's Prepay Customer Agreement, which does not require any minimum term.